

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 116 Suppl. No. 0 Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

To: AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

**NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

**Adjustment of Compensation at Lump Sum:**

In recognition of the fact that the Contractor's detailing subcontractor, Candraft-Tensor LLC (CTLLC), has incurred costs as a result of certain impacts associated with detailing of east end Orthotropic Box Girder working drawings, the Department agrees that the Contractor is entitled to additional compensation. It is currently estimated that additional compensation for CTLLC's impacts and overhead through February 28, 2009, will equal or exceed \$950,000.00. Payment of this amount shall be made with the first possible progress payment after final execution of this change order.

In the event Contractor is granted a time extension for delays associated with detailing of east end Orthotropic Box Girder working drawings and the number of working days in Contract Bid Item No. 5 are increased, the parties agree that Contractor's TRO daily value will be offset \$2,788.00 for each additional working day granted Contractor.


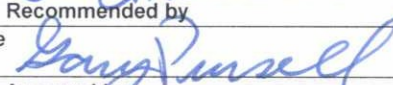
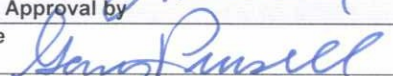
The provision of the Contractor's Project records supporting this Contract Change Order and the Department's right to audit shall be as set forth in the Contract documents.

Consideration of a time adjustment will be deferred until completion of the work specified herein. Determination of a commensurate time adjustment will be made in accordance with Section 10-1.13, "PROGRESS SCHEDULE (CRITICAL PATH METHOD)" and Section 10-1.14, "TIME-RELATED OVERHEAD" of the Special Provisions, as well as Section 8-1.07, "LIQUIDATED DAMAGES", of the Standard Specifications.

Estimated Cost of Adjustment of Compensation at Lump Sum .....\$950,000.00

Estimated Cost: Increase ☐ Decrease ☒ \$950,000.00


By reason of this order the time of completion will be adjusted as follows: Deferred

Submitted by			
Signature 	Resident Engineer	Gary Pursell, Sup.T.E.	Date 5/28/09
Approval Recommended by			
Signature 	Supervising Bridge Engineer	Richard Morrow, Sup.T.E.	Date 5/28/09
Engineer Approval by			
Signature 	Principal Transportation Engineer	Peter Siegenthaler, Prin.T.E.	Date 6/22/09

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by

Signature 	(Print name and title)	Michael D. Flowers Project Director	Date 6.19.09
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